

**SERIAL 04043 RFP WIRELESS SERVICES (CELLULAR, DATA, PDA'S, PAGERS)
(Cingular Contract)**

DATE OF LAST REVISION: September 08, 2006 CONTRACT END DATE: March 31, 2008

CONTRACT PERIOD THROUGH MARCH 31, 2008

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **WIRELESS SERVICES (CELLULAR, DATA, PDA'S, PAGERS)
NIGP 72551**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **March 23, 2005**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

LC/mm
Attach

Copy to: Clerk of the Board
Steve Bartlet, Telecommunications
Deborah Overton, SHERIFF'S
Mirheta Muslic, Materials Management

(Please remove Serial 02036-IGA from your contract notebooks)



CONTRACT PURSUANT TO RFP

SERIAL 04043-RFP

This Contract is entered into this 1st day of APRIL, 2005 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and NEW CINGULAR WIRELESS NATIONAL ACCOUNTS, LLC, a DELAWARE CORPORATION ("Contractor") for the purchase of WIRELESS (CELLULAR and DATA) services.

1.0 TERM

- 1.1 This Contract is for a term of Three (3) years, beginning on the 1st day of April, 2005 and ending the 31st day of March, 2008.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional one (1) year terms up to a maximum of Three (3) additional terms. The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

2.0 PAYMENT

- 2.1 As consideration for performance of the duties described herein, the Contracting Entity (as defined in §4.15 of this Contract) shall pay Contractor the sum stated in Exhibit "A", attached hereto and incorporated.

Contractor agrees that the Contracting Entity will be solely responsible for the payment of all of the goods and services contained in or provided pursuant to a purchase order.

- 2.2 Payment under this Contract shall be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided. Invoices shall contain the following information: purchase order number, item numbers, description of supplies and/or services, contract number, quantities, unit prices, and extended totals and applicable sales tax.

3.0 DUTIES

- 3.1 The Contractor shall provide all services and supplies as stated in the Agreed Scope of Work, attached hereto and incorporated herein as Exhibit "B."

4.0 TERMS & CONDITIONS

4.1 INDEMNIFICATION AND INSURANCE:

4.1.1 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

4.1.2 Insurance Requirements.

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

CONTRACTOR'S insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

COUNTY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

- 4.1.2.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

- 4.1.2.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

- 4.1.2.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

CONTRACTOR waives all rights against the Contracting Entities and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

4.1.3 Certificates of Insurance.

- 4.1.3.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full

force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

4.1.3.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

4.2 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the MasterCard Procurement Card, or other procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Other Contracting Entities may do the same, at their own discretion.

4.3 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona

For Contractor:

CINGULAR
2398 E. Camelback Rd. Suite 1100
Phoenix, AZ. 85016
Dathel Grosshart
602-418-1772

4.4 REQUIREMENTS CONTRACT:

Contractor signifies its understanding and agreement by signing this document, that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made. Orders will only be placed when the Contracting Entities identify a need and issues a purchase order or request for services.

Contractor shall take no action under this Contract unless specifically requested by contracting entity, which shall submit a written document (Purchase Order, etc.) to Contractor requesting that services or product be delivered.

Contracting Entities reserve the right to cancel purchase orders within a reasonable period of time after issuance. Should a purchase order be canceled, the Contracting Entity agrees to reimburse

the Contractor for actual and documented costs incurred by the Contractor pursuant to the purchase order. The Contracting Entity will not reimburse the Contractor for any costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order.

Contractor agrees to accept verbal cancellation of services.

4.5 TERMINATION:

County may unconditionally terminate this Contract for convenience by providing thirty (30) calendar days advance notice to the Contractor.

County may terminate this Contract if Contractor fails to pay any charge when due or fails to perform or observe any other material term or condition of the Contract, and such failure continues for more than ten (10) days after receipt of written notice of such failure from County, or if Contractor becomes insolvent or generally fails to pay its debts as they mature.

4.6 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.7 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the Contracting Entity may offset from any money due to the Contractor any amounts Contractor owes to the Contracting Entity for damages resulting from breach or deficiencies in performance under this contract.

4.8 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.9 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

4.10 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.11 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.12 AUDIT DISALLOWANCES:

If at any time Contracting Entity determines that a cost for which payment has been made is a disallowed cost, such as overpayment, Contracting Entity shall notify the Contractor in writing of the disallowance. Contracting Entity shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

4.13 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.14 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.14 INTEGRATION

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

4.15 CONTRACTING ENTITY

"CONTRACTING ENTITY" as used in this contract means Eligible Agency, as set forth in 1.0 INTENT, of Exhibit B, Scope of Work, with issuance of a Purchase Order to the Contractor under this contract.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

ADDRESS

DATE

MARICOPA COUNTY

BY: _____
DIRECTOR, MATERIALS MANAGEMENT

DATE

BY: _____
CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

MARICOPA COUNTY ATTORNEY

DATE

EXHIBIT "A"
To Maricopa County Contract #04043-RFP

**PLEASE REFERENCE SERVICE AND EQUIPMENT SCHEDULE (SES) AND/OR
DESIGNATED PREMIER WEBSITE FOR ADDITIONAL TERMS AND CONDITIONS
AND INFORMATION REGARDING SERVICE, PLANS, EQUIPMENT, COVERAGE
AREAS, TERMS OF USE AND EMPLOYEE PLANS, ALL OF WHICH IS
INCORPORATED BY REFERENCE INTO THE CONTRACT**

SERIAL 04043-RFP

PRICING SHEET S048102/B0700114/NIGP725-51

BIDDER NAME: New Cingular Wireless National Accounts, LLC
F.I.D./VENDOR #: 91-2016656
BIDDER ADDRESS: 2398 E Camelback Rd, #1100, Phoenix, AZ 85016
P.O. ADDRESS: PO BOX 8229 Aurora, IL 60572-8229
BIDDER PHONE #: 602-625-2364
BIDDER FAX #: 602-224-2810
COMPANY WEB SITE: www.cingular.com
COMPANY CONTACT (REP): Nicole McVey
E-MAIL ADDRESS (REP): nicole.mcvey@cingular.com

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☒ YES ☐ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☐ YES ☒ NO ☐ %
REBATE
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ☒ YES ☐ NO ☐ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PAYMENT TERMS: NET 30 NM

1.0 PLANS Service is subject to the corresponding Plan's terms and conditions, set forth in the corresponding Plan brochures attached hereto and incorporated by reference.

2.0 SERVICE AND EQUIPMENT DISCOUNT

2.1 VOICE SERVICE DISCOUNT PERCENTAGE: 20%*

2.2 WIRELESS DATA SERVICE DISCOUNT PERCENTAGE: 20%*

2.3 EQUIPMENT DISCOUNT: 20%** or current Promotion

2.4 ACCESSORY DISCOUNT: 25%** or current Promotion

3.0 POOLED PLAN PRICING MATRIX***

MINUTES	COST	ROLLOVER
5000 BULK MINUTES	309.99	No
10,000 BULK MINUTES	519.98	No
15,000 BULK MINUTES	829.97	No
20,000 BULK MINUTES	1139.96	No
30,000 BULK MINUTES	1619.94	No
40,000 BULK MINUTES	2169.93	No
50,000 BULK MINUTES	2789.91	No
60,000 BULK MINUTES	3259.89	No
70,000 BULK MINUTES	3719.88	No
80,000 BULK MINUTES	4339.26	No
90,000 BULK MINUTES	4959.84	No
100,000 BULK MINUTES	5429.82	No

4.0 SPONSORSHIP PROGRAM (Optional) SERVICE AND EQUIPMENT DISCOUNT

- 4.1** VOICE SERVICE DISCOUNT PERCENTAGE: 15%*
- 4.2** WIRELESS DATA SERVICE DISCOUNT PERCENTAGE: 15%*
- 4.3** EQUIPMENT DISCOUNT: \$50 off or current Promotion
- 4.4** ACCESSORY DISCOUNT: 25%** or current Promotion

*Contractor will apply the service discount percentage available under the Contract with the County to a plan's monthly wireless access charges (i.e., the set fee charged monthly for use of a particular plan) (the "Monthly Service Charge"). This service discount structure is referred to as the "Monthly Service Charge Discount". The Monthly Service Charge Discount is only available to each Contracting Entity's eligible end users in Contractor's markets. Contractor will not apply the Monthly Service Charge Discount to (a) any charges other than the Monthly Service Charge; (b) other monthly service charges such as monthly service charges for features; and/or (c) any other charges under the Contract.

**The equipment and accessory discount available under the Contract with the County applies to the retail price found on this Premier site, and the corresponding discount will be reflected in the final price found on Premier. No equipment discount or dollar off referenced provided under the Contract can result in a price less than zero dollars, and Contracting Entities must still pay applicable taxes, regardless of the final equipment price.

***See attached Pooled Plan brochure for complete details.

Contractor will provide its Premier website solution for each Contracting Entity, and for all Sponsorship customers purchasing under the Contract. The plan and equipment pricing, and corresponding discounts will all be reflected in the content of Premier and will be uniform for each Contracting Entity in accordance with the Contract. All terms and conditions found on the Premier website(s) with respect to the use of Premier, service, equipment, pricing, discounts and related benefits are binding on Contractor, County, any applicable Contracting Entity, and any individual purchasing under the Contract. Contractor will coordinate with each Contracting Entity to establish a unique username and password (the "Password") for accessing and using Premier. Each such Contracting Entity may modify its username and Password at its discretion and is responsible for maintaining its confidentiality. Each Contracting Entity accepts responsibility for all activity that occurs through Premier in connection with that Password. Contractor may rely on the authority of anyone accessing a Contracting Entity's account with Contractor, through Premier or otherwise, using the Password.

EXHIBIT B SCOPE OF WORK

1.0 INTENT

The intent of this Contract is to provide multiple cellular telephone, data, pager and satellite telephone providers for Maricopa County and any other participating public agency in the State of Arizona. Maricopa County will reserve the right to add contractors based on price, service, and/or applicable changes in technology throughout the contract term if deemed in best interest of the County and/or participating entities.

ELIGIBLE AGENCIES (Statewide)

The contract shall be for the use of all Maricopa County and State of Arizona departments, agencies, commissions and boards. In addition, eligible municipalities, counties, universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in any resultant contract applicable entities must have entered into a cooperative purchasing agreement with either Maricopa County or the State of Arizona (per ARS 41-2632).

2.0 SCOPE OF SERVICES:

2.1 PART I: MOBILE TELEPHONE SERVICES SCOPE

The Contractor shall provide complete cellular telephone services to include airtime, equipment and connectivity throughout the term of the contract, as specified in this Section 2.

2.1.1 MANDATORY PLAN FEATURES

2.1.1.1 Call Waiting

2.1.1.2 Caller ID

2.1.1.3 3-Way Calling

2.1.1.4 Blocking

2.1.1.4.1 Call Blocking (Selectively Block Delivery of Phone # to Caller ID)

2.1.1.4.2 Line Blocking (Block Delivery of Phone # on All Calls Made)

2.1.1.5 Call Forwarding

2.1.1.6 Access to Directory Assistance (411)

2.1.1.7 Discount Rates for Accessories (e.g. Chargers, Car Kits, Antennas, etc.)

2.1.1.8 Free Mobile-to-Mobile Calling (Inter-Carrier Only)

2.1.1.9 Free Wireless Local Number Portability (WLNP)

2.1.1.10 No In-State Long Distance / Toll / Roaming Charges

2.1.1.11 Pooled and Individual Volume Rate Plans (Offer Specific Breakpoints for Differing Rates)

2.1.1.12 Voice Mail

2.1.1.13 Maintain full compliance with FCC E911 mandates.

2.1.1.14 Wireless/Data capability – Must meet FBI encryption requirements when used within Law Enforcement Applications. *A minimum of 128 bit encryption using an acceptable industry standard such as triple DES, AES. Encryption shall be under the control of the law enforcement agency.*

2.1.1.15 Availability of Regional and Nationwide plans

2.1.1.16 Synchronization for down/up load

2.1.1.17 On-Site equipment installation services for vehicles.

2.1.1.18 PM services twice a year, to include upgraded software and/or firmware versions.

2.1.1.19 Call Plan Options with No-Cost Handsets

*Available under certain pricing plans and agreements
Please Contact Account Rep. for current Free Phone Offerings*

2.1.1.20 Month-to-Month Roll-Over Minutes

Available under certain pricing plans and agreements

2.1.1.21 Availability of Regional and Nationwide Calling Plans.

2.1.1.22 Data Network Access over Carrier Network

2.1.1.22.1 GSM Mobile Data Service Plans (ie.. Blackberry or comparable), Equipment, & applicable application accessories.

Cingular has proposed BlackBerry Devices and accessories.

2.1.1.22.2 For security reasons, Contractor shall provide the resources necessary to enable the removal of data/information from Equipment remotely (Over-The-Air or OTA) should Equipment become lost, stolen, or surplus.

Cingular maintains a “remote kill” functionality on BlackBerry Enterprise Server managed BlackBerry devices.

2.1.1.23 Equipment Options (Phones & Other Communication Devices)

2.1.1.23.1 Bio-Metric Personal Identification

2.1.1.23.2 Biotelemetry (e.g. GPS)

2.1.1.23.3 Camera/Video picture transmission

2.1.1.23.4 Dual/Tri-Mode/Quad-Mode which include multiple digital modes and frequency bands.

2.1.1.23.5 GSM capable for International coverage as applicable.

2.1.1.23.6 External Data ports for computer connection: minimum 56kb throughput rate.

2.1.1.23.7 Two way push-to-talk with less than 3 second access time, and 1 second latency.

TalkMode, is the Push to Talk over Cellular (PoC) service provided by Cingular.. PoC provides rapid, real-time one-to-one and one-to-many voice communications over the Cingular network. talkMode users can make talkMode calls to any other talkMode user on a one-to-one or group basis. Cingular is currently test marketing our talkMode product in Boston, Dallas, and Washington DC/Baltimore. CINGULAR expects to launch talkMode to enterprise and retail customers in the first six months of 2005.

2.1.1.23.8 Two-way text messaging on voice phones

Cingular currently offers 2-way SMS on our TDMA and GSM/GPRS networks. Our SMS system allows 160 bytes of user data.

Cingular offers support for SMTP and SMPP. Each message can be a maximum of 160 characters.

Cingular is the first North American carrier to support Short Message Peer-to-Peer (SMPP) protocol, the latest SMS technology widely used in Europe and Asia. It allows you to connect your applications directly to the Cingular SMPP Gateway via Frame Relay and allows SMS messages directly to Cingular subscribers with compatible GSM or TDMA devices.

2.1.1.23.9 Direct hearing-aid compatible phones (magnetic loop or headset)

2.1.1.23.10 GPS based map display phones.

Cingular provides a range of devices including the PalmOne Treo capable of running GPS software with third-party accessories.

2.1.1.23.11 Radiotelephones with hardened cases. This may be in the form of rubberized cases or corners, or rounded, hardened plastic corners. These phone shall be able to sustain a drop from 3' height onto a concrete surface, on any three axis, without damage.

Ruggedized Nokia and Motorola equipment is available.

2.1.1.23.12 Palm OS Screen phones with 320x320 pixel screen, and 16 Mb RAM minimum.

2.1.1.23.13 Dual Number Capability

2.1.1.23.14 Hands free units for vehicles

2.1.1.23.15 Import/Export Data (e.g. via CDPD, CDMA, EVDO, 1xRTT, EDGE, Wi-Fi, Bluetooth, W/I Max etc.)

Cingular currently operates network on EDGE/GPRS network. UMTS is also available in the Phoenix area.

2.1.1.23.16 Java Programmable

2.1.1.23.17 Personal Data Assistant (PDA)

2.1.1.23.18 Site-Specific Repeaters to Improve Service Accessibility

2.1.1.23.19 Web Browser

2.1.1.24 Equipment Refresh Program

Cingular allows customer personnel to take advantage of current promotions in the following timeframes:

- *60 Day Restriction per mobile # from Date of Activation*
- *2 Upgrade Maximum per mobile # per 12 Month Rolling Period*

One Order Maximum per mobile # per 24 Hour Period

2.1.1.25 Free Nights and Weekends Calling

Available under certain pricing plans and agreements.

2.1.1.26 Free Nationwide Long Distance Calling

Available under certain pricing plans and agreements.

2.1.1.27 IP-Based Applications

2.1.1.27.1 “Canned” Programs

2.1.1.27.2 Custom Programming Services

2.1.1.27.3 Security Services

2.1.1.28 Overage Management

Cingular counts minutes in included minutes, and offers a number of plans to accommodate high-volume calling.

2.1.1.29 Flexibility to change plans or promotional plans

2.1.1.30 Rental versus purchase of equipment and insurance plans with deductible

Cingular maintains a partnership with Asurion to provide support for leased equipment. Please contact your Account Manager for more details.

2.1.1.31 Specify your company’s ability to provide portable repeaters (COWs) for emergency situations as well as the procedure to request this service.

Cingular can deploy mobile cell sites, “Cell-On-Wheels,” consisting of base station radios, on-board power generation, a tower structure and antennas to replace or augment wireless services in any location. The priority of the emergency situation may preclude requests by various agencies. Cingular will make all commercially reasonable efforts to maintain coverage and distribute COWs effectively

2.1.2 MANDATORY CONTRACTOR BUSINESS REQUIREMENTS

These Business requirements are to be applicable to all Voice and Data plans and/or technologies as applicable. Certain provisions or benefits may not be available to Employees under the Personal Employee Plans.

- 2.1.2.1 Shall Own & Operate Their Own Communication Network(s) (GSM, CDMA, IDEN, TDMA, AMPS) **Not applicable to Pager and/or Satellite services.**
- 2.1.2.2 Shall Not Impose A Minimum Term Length for Calling Plans
- 2.1.2.3 Shall Not Impose Service Activation Fees
- 2.1.2.4 Shall Permit all participating entities to Switch or Terminate Service Plans without Incurring a Penalty or Obligating Owner to Additional Contract Terms (unless "free equipment" was included in plan).
- 2.1.2.5 Shall Provide a Service Availability Topography Map for Arizona. Upon request, all participating entities may request actual RF Propagation maps of the contractors network.
- 2.1.2.6 Shall Terminate Service to Lost or Stolen Equipment within Two (2) Hours of Owner Notification to the Contractor.
- 2.1.2.7 Shall provide ability to change service plan within month for a short time frame with no penalty. Participating entities would be required to maintain a list of authorized users that are allowed to request short duration service plan changes based on travel requirements. As travel requirements dictate, users may request service plan changes from Regional to Nationwide Coverage plans.
- 2.1.2.8 CD-ROM, EDI, or IP Based Billing & Reporting
 - 2.1.2.8.1.1 Two (2) Separate Billing Accounts
 - 2.1.2.8.1.2 Itemized Charges (one for equipment and one for airtime)

Cingular provides billing and reporting on the Wireless Information Navigator, or WIN CD provided monthly. Billing and reporting can also be provided through our Premier online utility. EDI access is available as a custom installation. Additional fees may apply.

PLEASE REFERENCE EXHIBIT "C" for TERMS AND CONDITIONS RELATED TO THE USE OF WIN Advantage®.
- 2.1.2.9 Equipment (Phones & Other Communication Devices)
 - 2.1.2.9.1.1 Bank of On-Hand Equipment Spares (Quantity 5 per model type and associated accessories) for New Service Activation and Equipment Replacements for each Agency you do business with. These can be activated at any time 24 hours a day for emergency purposes. (NOT APPLICABLE TO SATELLITE PHONES)
- 2.1.2.10 Equipment & Supplies Delivery
 - 2.1.2.10.1 New & Replacement Equipment & Supplies Shall be Delivered by Contractor to Owners' Requesting Department (Depot Service)
 - 2.1.2.10.2 New & Replacement Equipment & Supplies Designated as Public Safety and Emergency Management Shall be Given Priority Service Delivery
- 2.1.2.11 Electronic Billing Data Shall be Received within 10 Days of the Close of the Billing Cycle.

Cingular ships our WINCD report to the customer 4 days following close of business cycle. Customers can also access our Premier online utility at any time.

2.1.2.12 Dedicated Account Service Representative available 8 to 5 Monday through Friday Mountain Standard Time.

2.1.2.13 Radiotelephone REGISTRATION:

Each radiotelephone shall be delivered with all required accessories, and ready for use. Carrier registration shall be pre-assigned to the buyer-designated carrier or carriers.

2.1.2.14 Replacement Equipment Shall be Received within 48 Business Hours, i.e., Two Business Days, of Placing Order. Preference may be given to those that provide a retail location and/or account representative that can provide equipment same day service.

2.1.2.15 Wireless Local Number Portability (WLNP) Requests Shall be Completed within 48 Business Hours, i.e., Two Business Days, of Placing Order.

Cingular will make all commercially reasonable efforts to complete LNP requests in a timely fashion, but due to the nature of cross-carrier relations and requirements with LNP, we cannot commit to a 48 hour timeline for LNP requests

2.1.2.16 Contracting public entities to receive Network priority during declared states of Public Emergency.

In compliance with the Department of Homeland Security's National Communications System's Wireless Priority Service (WPS) program, Cingular is currently in the process of testing Wireless Priority Service throughout the US. AT&T/Cingular plans to roll out WPS to major metropolitan areas in the US through 2004 and complete coverage by 2005.

WPS is the wireless complement to the wireline Government Emergency Telecommunications Service (GETS). GETS utilizes the Public Switched Telephone Network (PSTN) to provide enhanced wireline priority service to qualified personnel. WPS users are authorized and encouraged to use GETS to better their probability of completing their call during periods of wireless and wireline network congestion. WPS users should contact their agency GETS Point of Contact (POC) to request a GETS card or visit the GETS website at <http://gets.ncs.gov> for more information.

The following WPS qualifying criteria apply equally to all users and will be used as a basis for all WPS approvals/assignments. There are five WPS NS/EP criteria. Categories are:

- A. Executive Leadership and Policy Makers*
- B. Disaster Response/Military Command and Control*
- C. Public Health, Safety and Law Enforcement Command*
- D. Public Services/Utilities and Public Welfare*
- E. Disaster Recovery*

These criteria were selected to meet the needs of the emergency response community and provide access for the command and control functions critical to management of and response to national security and emergency situations, particularly during the first 24 to 72 hours following an event. WPS should

only be requested for key personnel in NS/EP leadership positions. WPS is not intended for use by all emergency service personnel.

User agencies will be responsible for:

- *One time WPS activation cost of \$10*
- *Monthly WPS service feature cost of \$4.50*
- *When WPS is invoked by dialing 272, a 75¢ per minute usage fee (WPS minutes are not charged against your basic service).*

(WPS charges are in addition to your commercial plan and other feature, toll, and special service charges.)

2.2 WARRANTY

All equipment supplied under this specification shall be fully guaranteed by the contractor for a minimum period of 12 months from the date of acceptance. Any defects of design, workmanship, or materials, that would result in non-compliance with the contract specification, shall be fully corrected by the contractor (including parts and labor) without cost to the customer. The written warranty shall be included with the delivered products to the using agency.

2.3 MAINTENANCE (Local)

In order to assure that any ensuing contracts will provide the necessary maintenance support required for the equipment specified, each potential contractor must have local maintenance facilities or have specific agreements in force with a third party to provide local maintenance. Each maintenance facility must be staffed by trained technicians and have sufficient parts inventory in order to provide quality service on the equipment specified. Maricopa County and/or the State of Arizona may inspect the maintenance facility to determine adequacy.

More comprehensive support BlackBerry Enterprise Servers and other hardware is accomplished through third-party contracts.

2.4 ELECTRONIC COMMERCE (Cellular Service Only)

Offerors must provide and maintain, at a minimum, an Internet web site that contains their complete Services and Equipment Schedule (SES) as well as product specifications and service options, the service agreement, a coverage map, contact information for order placement, problem reporting, equipment maintenance and billing concerns.

In addition to the SES, contractor should provide a discounted pricing schedule of all plans available under the scope of the awarded contract. Current prevailing market rate should be shown for reference and confirmation of discount offering as applicable to contract terms. Would be desirable for vendor to provide and maintain a Web Portal specific to this contract.

2.5 PRICING LEVEL – DISCOUNT GUARANTEE (Cellular Service Only)

SEE EXHIBIT A – FOR PRICING SCHEDULE

RESPONSE TO THIS REQUIREMENT MUST BE IN THE FORM OF A PERCENTAGE DISCOUNT FROM A PUBLISHED OR BASE LINE PRICE LISTING (As described above in ELECTRONIC COMMERCE). IN ADDITION CONTRACTOR MUST GUARANTEE THAT SUBSEQUENT DISCOUNTS ARE EQUAL TO, OR EXCEED ANY DISCOUNTS BEING OFFERED ANYWHERE WITHIN THE STATE OF ARIZONA AT TIME OF PURCHASE.

At this time Cingular is offering a 20% discount off monthly rate plan charges. Cingular will take into consideration a larger discount schedule for an account of 500 or more phones, and will keep this option open as a custom offer to the County.

2.5.1 **ADDITIONAL SERVICE AND EQUIPMENT DISCOUNTS**

The discounts represented on the Service and Equipment schedule herein represent minimum discount levels. Contractors may offer ADDITIONAL Service and/or Equipment discounts at their discretion. These additional discounts may be applicable, but not limited to the following conditions:

2.5.1.1 **Promotional programs available for limited time, to include free and/or discounted equipment.**

2.5.1.2 **Free and/or additionally discounted equipment as part of a large group deployment.**

2.5.1.3 **Bulk or Pool pricing on Air Time and/or Data plans. Bulk or Pool pricing discount offerings may be correlated to large group deployments.**

Any offerings of this nature should be presented to the designated Contract manager to be formally documented on your applicable Service and Equipment Schedule. Maricopa County shall approve all offers in writing prior to the offer being extended to any County contract users.

Additional Service and Equipment Discounts may have contractor imposed conditional parameters, to include quantity and/or volume levels that have to be met to qualify. Any such conditions shall be quantifiable and documented applicably on your Service and Equipment Schedule.

2.6 **PERSONAL EMPLOYEE PLANS**

Use of proposed Employee Plans will be at sole discretion of each contracting entity and any applicable statutes that govern such opportunities.

2.6.1 Employees who contract for cellular telephone and related services are individually responsible for all associated expenses, including, but not limited to: repair; battery replacement; battery chargers; clips; cases; monthly provider service fees; replacement of lost, stolen, or non-repairable devices; service contract termination fees; up-front fees; and all call/transmission charges.

2.6.2 It is employees' responsibility to contract with the provider of his/her choice and to adhere to all contract terms associated with the particular agreement.

Contracting Entity shall have no legal or financial responsibility for any calling plans extended to employees.

SEE EXHIBIT A – FOR EMPLOYEE DISCOUNT OFFERING

2.7 **CURRENT PRODUCTS**

All equipment, materials, parts and other components incorporated in the work or covered by this contract shall be NEW, in current and ongoing production: shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (pay customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation. Occasionally departments may request refurbished equipment for special utilization programs.

2.8 **CARRIER COMPLIANCE WITH FCC 9-1-1 REQUIREMENTS**

All Cellular/PCS carrier vendors awarded contracts under this RFP shall certify that they are in, and continue in full compliance with CURRENT FCC mandates for wireless 9-1-1 compatibility with Enhanced 9-1-1 Emergency Calling systems' access and location.

2.9 ON-GOING SYSTEM EVALUATION SAMPLE UNIT

Each successful vendor awarded at least one portable unit on contract under this proposal, and who also provides digital or analog carrier service, shall provide, at no cost, a long term carrier service evaluation portable unit. This unit will be used for continuous evaluation of coverage requirements as specified in this document and for various departments and agencies to determine carrier suitability for their needs. This evaluation sample will be retained by the contracting entity for the duration of the contract or as needed. The sample provided may be the lowest line portable unit of the vendor for the digital and analog category, accepted on the contract. This provision would be applicable to all contracting entities.

2.10 USER INSTRUCTION MANUAL

One manual shall be furnished for each radiotelephone unit supplied under this Proposal. Proposers agree to provide on site training of users in a group class environment if necessary with as one week notice. Additionally, the user manuals can be made available on CD or available for download/viewing via website link.

2.11 DEVELOPMENT DATA

The contractor agrees to supply free of charge all information which may be the result of future development and experimentation by which the performance and efficiency of the equipment purchased under this specification may be improved or modernized. Any software defects shall be corrected by the vendor by installing new software on units previously sold under this contract, or by swapping for an upgraded unit without the software defect.

2.12 WORKMANSHIP

All equipment supplied shall be of the latest, most improved model, past the development state and currently in factory production with a satisfactory performance record as evidenced by vendor supplied data and as determined by Contracting Entity.

2.13 USAGE REPORT

The Contractor shall furnish requesting entities a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the requesting entity and shall disclose the quantity and dollar value of each contract item by individual unit.

2.14 SYSTEM OUTAGE REQUIREMENT

Describe your process to deal with any RF interference issues. In particular, with existing facilities that have 800 MHz Trunked radio system in use..

Cingular does not currently maintain spectrum in the 800Mhz range. Cingular provides service to the Arizona market in 1.9Ghz frequency only.

Describe your process for notification of system outages.

Cingular can work with the contracting entity to identify key escalation points with the County and involved entities, then provide e-mail and pager notification upon any scheduled outage or planned maintenance.

Describe your process for crediting accounts for extended service interruptions.

Compensation for extend outages are accommodated on a case-by –case basis.

2.15 THIRD PARTY BILLING

Any Contractor that is granted business as a result of this Contract is responsible for subsequent billing. Although selected material and services may be supplied by third-party vendors, no third party billing will be accepted by contracting entities.

EXHIBIT "C"

WIRELESS INFORMATION NAVIGATOR ADVANTAGE™

The County will receive certain billing analysis tools using the Wireless Information Navigator Advantage™ – also known as WIN Advantage® -- software, all in accordance with and subject to this Exhibit "C." Wireless information related to qualified employees' participating in the Sponsorship Program is not included in the WIN Advantage® software.

1. Definitions. These following capitalized terms will have the meanings set forth below:

1.1 "Documentation" means the user manual(s) and other printed or on-line help materials accompanying each delivery of the Wireless Information Navigator Advantage™ software – also known as WIN Advantage®.

1.2 "Foundation Account Number" means an account number assigned by Contractor to The County for billing purposes that include no fewer than 50 Corporate Responsibility Users.

1.3 "Product Support" means a service whereby Contractor shall provide telephonic, technical product support on the WIN Advantage software for up to three (3) of the County's registered individuals.

2. License.

2.1 Grant of License. Contractor grants to the County a non-exclusive, non-transferable license to use the WIN Advantage software pursuant to the terms and conditions of the Agreement (the "License").

2.2 Authorized Use. The County may use the WIN Advantage software on up to ten (10) computer terminals for the sole purpose of using the Reports and Tools.

2.3 Restrictions. The County will not (a) use the WIN Advantage software on a network; (b) modify, translate, disassemble, decompile, reverse engineer or in any other way derive any source code from the WIN Advantage software, nor will it merge the WIN Advantage software with another computer program; (c) use the WIN Advantage software in the operation of a service bureau; (d) sell, license, publish, display, distribute, or otherwise transfer the WIN Advantage software or any copy thereof, in whole or in part, to a third party; nor (e) export the WIN Advantage software outside of the United States, without Contractor's prior, written consent.

2.4 Compact Discs and Copies. At no charge, the County will receive one (1) WIN Advantage compact disc per month for each of its Foundation Account Numbers. Upon the County's request, Contractor will provide the County additional WIN Advantage compact discs for the County's current or prior month's information for \$25 each. The County, solely to enable it to use the WIN Advantage software, may make one archival copy of the WIN Advantage software as part of its usual software back-up procedures. The County will have no other right to copy the WIN Advantage software. Any copies of the WIN Advantage software made by the County are the exclusive property of Contractor.

2.5 Ownership. The County acknowledges and agrees that nothing in the Agreement conveys or provides the County with an ownership interest in and to the WIN Advantage software, and the County agrees to make no claim of ownership in and to the WIN Advantage software.

2.6 Modifications and Reverse Engineering. The County acknowledges and agrees that only Contractor will have the right to alter, modify, maintain, enhance or otherwise modify the WIN Advantage software.

3. Installation and Product Support.

3.1 Initial Installation and Training. Initial installation of the WIN Advantage software and up to four (4) hours of initial training on the WIN Advantage software will be provided by Contractor to the County at no charge.

3.2 Product Support. Contractor will provide Product Support to the County at no charge for three (3) months following completion of the initial installation. After this three-month period expires, Contractor will provide the County with Product Support based upon a per call fee. The County will pay

\$90 per hour for this Product Support, pro rated, with a ten (10) minute minimum charge for each such call placed by the County. Contractor reserves the right to change the fee for this time-based Product Support at any time.

4. Tax Verbiage Disclaimer. The complete detail for taxes, fees, and surcharges is not available on the WIN Advantage software. This detail can be reviewed by requesting a copy of the corresponding paper invoice.

CINGULAR, 2398 E CAMELBACK ROAD 1100, PHOENIX, AZ 85016

PRICING SHEET S048102/B0700114/NIGP 72551

Terms:	NET 30
Vendor Number:	W000001441 X
Telephone Number:	602/418-1772
Fax Number:	602/224-2810
Contact Person:	Dathel Grosshart
E-mail Address:	dathel.grosshart@cingular.com
Contract Period:	To cover the period ending March 31, 2008.